

**STATE OF MAINE**  
**Bureau of General Services**  
**CONSTRUCTION CONTRACT**

THIS AGREEMENT made the date day of month in the year 2016 by and between the State of Maine through the Department name hereinafter called the *Owner* and Contractor company name hereinafter called the *Contractor*.

**BGS Project No.: 2672**  
**Other Project No.: \_\_\_\_\_**

The *Owner* and the *Contractor* for the consideration hereinafter named agree as follows:

**ARTICLE 1 SCOPE OF WORK**

§ 1.1 The *Contractor* shall furnish all of the materials and perform all the work described in the specifications and shown on the drawings for the project entitled: **Structural Improvements and Reroofing at Edmunds Consolidated School in Connor Township, Maine.**

§ 1.2 The specifications and the drawings have been prepared by **Lincoln/Haney Engineering Associates, Inc. and Independent Roof Services**, acting as Designer and named in the documents as the Architect or Engineer. This firm has responsibilities for defining the scope of work governed by their agreement with the *Owner*, the specifications and the drawings, and the General Conditions and Special Provisions of the contract.

**ARTICLE 2 COMPLETION DATE**

§ 2.1 The work to be performed under this contract shall be completed on or before **May 1, 2017.** For each calendar day the project remains uncompleted **\$750.00** shall be charged as liquidated damages.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The *Owner* shall pay the *Contractor* for the performance of the contract, subject to additions and deductions provided by approved Change Orders in current funds as follows: **amount in words** dollars and **00**cents, **\$0.00**

**ARTICLE 4 CONTRACT BONDS**

§ 4.1 Contract bonds are not required if the contract amount is less than \$125,000 unless bonds are specifically mandated by the contract documents.

§ 4.2 On this project, the *Contractor* **shall** furnish the *Owner* the appropriate contract bonds in the amount of 100% of the contract amount.

## **ARTICLE 5 PROGRESS PAYMENTS**

§ 5.1 The *Owner* shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the Architect or Engineer.

§ 5.2 The *Owner* may cause the *Contractor* to be paid such portion of the amount retained hereunder as he deems advisable.

## **ARTICLE 6 FINAL PAYMENT**

§ 6.1 Final payment shall be due 30 days after completion and acceptance of the work, provided the *Contractor* has submitted evidence satisfactory to the *Owner* that all payrolls, material bills and other indebtedness connected with the work has been paid.

## **ARTICLE 7 CONTRACT DOCUMENTS**

§ 7.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract; they are as fully a part of the contract as if hereto attached or herein repeated.

§ 7.2 Specifications: *date of issuance*

§ 7.3 Drawings: *each sheet number and title*

§ 7.4 Addenda: *each addenda number and date, or "none"*

## **ARTICLE 8 OTHER PROVISIONS**

§ 8.1 *There are no other provisions*

The *Owner* and the *Contractor* hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereby execute this agreement the day and year first above written.

**OWNER****CONTRACTOR**

_____ <i>(Signature)</i>	_____ <i>(Date)</i>	_____ <i>(Signature)</i>	_____ <i>(Date)</i>
_____ <i>(Printed name and title)</i>		_____ <i>(Printed name and title)</i>	
_____ <i>(Department name)</i>		_____ <i>(Contractor company name)</i>	

**BUREAU OF GENERAL SERVICES**

Contract Reviewed by:

Contract Approved by:

_____ <i>(Signature)</i>	_____ <i>(Date)</i>	_____ <i>(Signature)</i>	_____ <i>(Date)</i>
		<i>Joseph Ostwald</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning, Design &amp; Construction</i>	